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U.S. Patent & TMO/TM Mail Rpt Dt. #74

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To the Honorable Commissioner of Patents and Trademarks: Please attach original documents or copy thereof.

1. Name of conveying Party(ies):

Fleet National Bank, as Agent

- ☐ Individual(s) ☐ Association
☐ General partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other National Association

Additional Name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest

Execution Date: December 19, 2003

2. Name and address of receiving Party(ies)

Name: Camp Systems International, LLC

Internal Address:

Street Address: 999 Marconi Avenue

City: Ronkonkoma State: NY ZIP: 11779

- ☐ Individual(s) Citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Colorado Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

1,662,846

2,144,786

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey S. Chavkin

Internal Address: Bryan Cave LLP
1290 Avenue of the Americas
New York, NY 10104

Street Address: 1290 Avenue of the Americas

City: New York State: NY ZIP: 10104

6. Total Number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ 65

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account number:

02-4467 - To be charged in the event of any deficiency in fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account)

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9. State and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey S. Chavkin

December 19, 2003

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 002896 FRAME: 0001

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of December 19, 2003, from FLEET NATIONAL BANK, as Agent (the "Secured Party") to CAMP SYSTEMS INTERNATIONAL, LLC, a Colorado limited liability company (the "Pledgor") under that certain Security Agreement, dated as of June 5, 2000, as from time to time in effect, between the Pledgor and the Secured Party (the "Security Agreement").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to the Secured Party in its capacity as Agent under a certain credit agreement and under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.

2. Release: The Secured Party hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Secured Party hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. . Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. Counterparts: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]

IN, WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK, as Agent

By: 

Name: DENIS D. HAMBAYAN

Title: MANAGING DIRECTOR

STATE OF Massachusetts)

COUNTY OF Suffolk)

ss:

On this 18th day of December, 2003, before me personally appeared Denis D. Hambayan to me known who, being by me duly sworn, did depose and say that he is Denis D. Hambayan of FLEET NATIONAL BANK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.


Notary Public

CONSTANCE K. SWIFT, Notary Public
My Commission Expires August 22, 2008

SCHEDULE A

U.S. Trademarks

Mark	Registration No.	Registration Date
CSI	1,662,846	October 29, 1991
CAMP	2,144,786	March 17, 1998